



**Special City Council Meeting  
7:00 PM, MONDAY, MAY 2, 2016  
Conference Room  
Farmington City Hall  
23600 Liberty St  
Farmington, MI 48335**

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**SPECIAL MEETING AGENDA**

**1. CALL TO ORDER**

Roll Call

**2. APPROVAL OF AGENDA**

**3. PUBLIC COMMENT**

**4. BOARD AND COMMISSION INTERVIEWS**

**A. Interview Stephanie Clement for the Farmington Downtown Development Authority Board of Directors**

**B. Interview Kathy Verstraete Griswold to be Reappointed to the Farmington Downtown Development Authority Board of Directors**

**5. PRESENTATION: CIVIC THEATER, GENERAL MANAGER SCOTT FREEMAN**

**6. UPDATE ON ROADS, PUBLIC SERVICES SUPERINTENDENT CHUCK EUDY**

**7. CONSIDERATION OF GOVERNMENT AND PUBLIC ACCESS CABLE TELEVISION SERVICE**

**A. Consideration of Government and Public Access Cable Television Service Agreement**

**8. OTHER BUSINESS**

**9. COUNCIL COMMENT**

**10. ADJOURNMENT**

**Motion To Adjourn**

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
May 2, 2016

**Reference  
Number  
(ID # 2169)**

**Submitted by:** David Murphy, City Manager

**Description:** Interview Stephanie Clement for the Farmington Downtown Development Authority Board of Directors

**Requested Action:**

Move to appoint Stephanie Clement to fill the vacant business representative position on the Downtown Development Authority Board of Directors. It is a 4-year term ending 2/29/2020.

**Background:**

Stephanie Clement, the store manager at Dress Barn in Downtown Farmington, is seeking the business representative vacancy on the Farmington Downtown Development Authority Board of Directors.

**Agenda Review**

**Review:**

**David M. Murphy Pending 04/28/2016 11:30 AM**

**City Manager Pending 04/28/2016 11:30 AM**

**City Council Pending 05/02/2016 7:00 PM**



APPLICATION FOR  
BOARDS, COMMISSIONS AND COMMITTEES

Thank you for your interest in serving the City of Farmington as an appointed public representative.  
Applications will be maintained on file for future consideration

Date: \_\_\_\_\_

Name: CLEMENT STEPHANIE MARIE  
Last First Middle

Home Address: 308 FOREST AVE ROYAL OAK 48067  
Number & Street City Zip

Home Telephone: 734 845 7423 Voting Precinct: \_\_\_\_\_

Email: SMTDPC @ HOTMAIL Com STEPHANIE.CLEMENT @ DRESSBARN.com

Employer: DRESSBARN

Business Address: 33025 GRAND RIVER FARMINGTON 48336  
Number & Street City Zip

Business Telephone: 248.477.3860

Have you been a resident of Farmington for the past 12 months? NO

Please state your reasons for volunteering to serve our community as an appointed public representative..

BE COME MORE INVOLVED IN THE COMMUNITY, ~~KNOW~~ GAIN  
KNOWLEDGE WITH THE ACTIVITIES HAPPENING WITHIN THE CITY.  
FIND ADDITIONAL WAYS TO GROW OUR BUSINESS. I WAS UNAWARE  
THIS WOULD BE AN OPPORTUNITY FOR ME UNTIL THE MAYOR  
BROUGHT IT TO MY ATTENTION.

PLEASE CIRCLE YOUR PREFERENCE(S)

- A. Aging Commission
- B. Arts Commission
- C. Beautification Awards and Committee
- D. Board of Review
- E. Charter Review Committee
- F. Commission on Children, Youth & Families
- G. Construction Board of Appeals
- H. Downtown Development Authority\*
- I. Grand River Corridor Improvement Authority
- J. Historical Commission
- K. Library Board of Directors
- L. Planning Commission
- M. Southwestern Oakland County Cable Commission
- N. Traffic & Safety Board
- O. Zoning Board of Appeals

\*City of Farmington residency not required

## EDUCATION ACHIEVEMENT

Name of College/University	Degree	Year Attained
MICHIGAN STATE UNIVERSITY		
Name of College/University	Degree	Year Attained
PINCKNEY HIGH SCHOOL	DIPLOMA	1999
Name of Institution/High School	Diploma/Certificate	Year Attained

(Degree or advance education is not required for appointment consideration)

## EMPLOYMENT/PROFESSIONAL EXPERIENCE

Please describe your professional qualifications and/or employment experience.

I HAVE WORKED FOR DRESSBARN FOR 18 YEARS, STARTING AS A PART TIME SALES ASSOCIATE. I'VE WORKED IN VARIOUS DRESSBARNS ~~MOST CURRENTLY AT THE DOWNTOWN~~ MOST CURRENTLY AT THE DOWNTOWN LOCATION AS THE STORE LEADER.

## COMMUNITY/PUBLIC SERVICE EXPERIENCE

Please describe you previous experience with community-based organizations or other volunteer activities.

THIS WOULD BE MY FIRST :

SPECIAL SKILLS AND ABILITIES

Please describe any special skills, abilities, talents, etc., that you are willing to share.



Applicant signature

Please attach any additional pages or documents and return completed application to:

City of Farmington  
c/o City Manager's Office  
23600 Liberty Street  
Farmington, Michigan 48335  
(248) 474-5500 extension 2221

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
May 2, 2016

**Reference  
Number  
(ID # 2170)**

**Submitted by:** David Murphy, City Manager

**Description:** Interview Kathy Verstraete Griswold to be Reappointed to the Farmington Downtown Development Authority Board of Directors

**Requested Action:**

Move to reappoint Kathy Griswold to the Farmington Downtown Development Authority Board of Directors for a 3-year term ending 2/28/2019.

**Background:**

Kathy Griswold has served on the DDA Board since January, 2014. She has been an active member and had served as chair of the Organization Committee. Kathy's term expired on February 28, 2016. She is seeking reappointment to fill the vacancy left by Valerie Greer -- term ending February 28, 2019. This is a business representative term on the DDA; Kathy is the branch manager at the Farmington Talmer Bank and Trust.

**Agenda Review**

**Review:**

**David M. Murphy    Pending**

**City Manager        Pending**

**City Council Pending    05/02/2016 7:00 PM**



**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
May 2, 2016

**Reference  
Number  
(ID # 2173)**
**Submitted by:** David Murphy, City Manager

**Description:** Consideration of Government and Public Access Cable Television Service Agreement

**Requested Action:**

Approve Government and Public Access Cable Service Agreement, subject to final review and approval by the City Manager and City Attorney.

**Background:**

With the dissolution of the Southwest Oakland Cable Commission (SWOCC) effective March 31, 2016, the City has been required to find a new way to provide government and public access cable television production and programming services. Generally, this entails the production and airing of City or other government entity-produced programming (e.g., City Council meetings, coverage of City-sponsored events, and the like) and public access productions, which range from Chamber-produced materials to citizen-produced programs.

The attached proposed Agreement is with Brian Golden, who has submitted a proposal to provide such services, which is attached as Exhibit A to the Agreement. The intention is for Mr. Golden to continue providing the services that he has previously provided on a volunteer basis, and also to take over the production and programming activities that were previously provided through SWOCC.

The Agreement is for one year, although it can be terminated for any reason within 60 days by either party (or immediately for cause). The consideration to be paid to Mr. Golden is proposed to be \$2,200 per month, or \$26,400 per year, to be paid from the City's cable revenues. The one year term of the Agreement reflects the City's intention to evaluate the arrangement after a year, to determine whether the level of service is consistent with the services that the City previously received through SWOCC and others.

**Agenda Review**
**Review:**
**David M. Murphy** Pending

**City Manager** Pending

**City Council Pending** 05/02/2016 7:00 PM

**Government Access Television Proposal  
for the  
City of Farmington  
Prepared by  
Brian M. Golden  
33414 Oakland #2  
Farmington, MI 48335  
248-701-8112  
[bgolden@pastways.info](mailto:bgolden@pastways.info)**

Over the years, television coverage on behalf of the City of Farmington has been poor. There are several reasons for the inconsistencies, but this cannot be changed. What can be changed is moving forward by giving Farmington more visibility. This will be accomplished through raising awareness, added promotions and television programs on the City's website and cable channel.

These results I will bring, will draw attention to our wonderful city, draw more patrons to our businesses and give our residents a video voice, which will improve the quality of life. Most importantly, it will give our residents good information. After all, residents with good information can make better decisions. When informed residents are making better decisions, they will help make a stronger Farmington.

Here's how this will be accomplished through my video production company called FX Productions.

**>Maintain and train Public Access producers to have a volunteer base to work from. This will keep the budget down, and increases community involvement.**

- 1) Public Access University (a teaching organization I started 4 years ago) will conduct certification training classes at Farmington City Hall in Council Chambers. These classes will run once a quarter, at night, when Council Chambers are available.  
Training, supervising and scheduling all volunteers associated with cable access operations will be in accordance with City personnel policies and procedures.
- 2) There will be a nominal fee to take the classes (\$50) These monies will go to the instructor and into a fund for purchasing Public Access resource materials and teaching tools.
- 3) The trained, certified, Public Access volunteers will be called upon to assist in Government Access programs. (Community Access)

**>Maintain City meetings for rebroadcast on the web and on cable.**

- 1) A small crew of 2 staff members will record City Council and Planning meetings as it has been done in the past.
- 2) these meetings will be streamed on the City's website and will be rebroadcasted on our local cable.

**>Start new interview shows (2 per month) that will highlight "happenings" within our city (Some examples: Economic Development, departmental shows, the Warner Mansion, the DDA, City Manager's office etc.)**

- 1) The intention is to increase awareness by providing Farmington generated productions.

- 2) Farmington City productions can be generated either at Farmington City Hall Council chambers (where City video equipment is) or at an off-site studio location with FX equipment
  - 3) “On location” productions will happen throughout the Farmington community.
  - 4) Video production equipment (cameras, microphones, lights, editing computers, etc.) will be provided by FX Productions. Unless the Farmington City production is occurring at City Hall Council chambers.
  - 5) Re-broadcast production equipment and software (City and Public Access servers and their connections, streaming computers, streaming software, websites, digital connections to cable or AT&T, etc.) will be provided by the City of Farmington. FX Productions will act as a liaison for service and support with vendors of City owned equipment or software.
- > Video record ALL major city events for rebroadcast on the City’s cable channel.**
- 1) DDA or Chamber events will be video recorded for rebroadcast on the city’s cable channel and formatted to be included on the City’s website. This includes, Memorial Day parade, Art on the Grand, Founders Festival, Harvest Moon, Holly Days.
  - 2) These productions will be accomplished with FX Production staff and Public Access volunteers.
- >Create a Farmington web channel (in preparation for web-based television viewing)**
- 1) The City of Farmington will provide the resources to have a City Website dedicated to Farmington productions or an expanded City website.
- >Create Farmington ads to air on Bright House and U-verse to publicize what cool things go on in Farmington. This would be distributed to other communities.**
- >All video programming for Community Access and Public Access will be the responsibility of the Media Director.**
- 1) **Maintenance of appropriate paperwork and information regarding cable access operations in accordance with City record retention requirements.**
  - 2) **Assist in developing the annual cable operations budget and monitoring its activities**
- >Comply with all federal, state, and local laws, and any policies adopted by the City. Programming may not be unlawful, obscene, or violate any copyright or trademark laws, nor defamatory. Programming shall not advertise or promote a product or service, or directly solicit funds for any purpose.**

This will be paid for within the Media Director’s budget of \$2200 per month.

Note: The Farmington City and Public Access server will be moved from SWOCC Studios to a location in Farmington City Hall.

**CITY OF FARMINGTON  
GOVERNMENT AND PUBLIC ACCESS CABLE  
TELEVISION SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Farmington, a Michigan Municipal Corporation, hereinafter referred to as the "City," and Brian M. Golden, hereinafter referred to as the "Contractor," both of whom understand as follows:

RECITALS

City desires to retain the services of Contractor to provide government and public access cable television production and programming services and to establish certain compensation, conditions of service, and working conditions for Contractor; and Contractor desires to provide such cable services to the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows.

**Section 1. Duties**

The City agrees to engage the services of Contractor to work in the capacity of "Media Director" to perform the functions and duties specified in the Scope of Services attached as Exhibit A hereto and incorporated herein, and to perform such other legally permissible and proper duties and functions as City shall from time to time assign.

**Section 2. Term**

The term of this Agreement shall be for one (1) year from the date set forth above. Either party may terminate this Agreement, for any reason, upon sixty (60) days written notice to the other party. The City may terminate the Agreement at any time for cause, which shall include, but not be limited to, the inability of Contractor to perform the Work required in the Scope of Services, conviction of a felony or non-traffic misdemeanor by Contractor, or the scheduling, display, or presentation of events or programs which are not in accordance with the community standards of the City, as determined by the City.

In the event of termination, Contractor shall be paid as compensation in full for services performed to that date an amount calculated in accordance with Section 3 below. Such amount shall be paid by the City upon Contractor's delivering or otherwise making available to the City all documents, equipment, property and such other information or materials as may have been accumulated by Contractor in performing the services included in this agreement, whether completed or in progress.

### **Section 3. Payment for Services**

The City agrees to pay Contractor for his services rendered pursuant to this Agreement in the amount of \$26,400. Payments will be made in monthly installments of \$2,200. The first such installment shall be payable on \_\_\_\_\_, 2016.

### **Section 4. Independent Contractor**

- A. In the performance of this Contract, the relationship of Contractor to the City shall be that of an independent contractor and not that of an employee or agent of City. Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility shall arise or accrue to either party as a result of the performance of this Contract with respect to benefits of any kind, including without limitation medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship.
- B. Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the City.
- C. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the City in advance.
- D. Contractor shall report to, and be under the direct supervision of, the City Manager.

### **Section 5. Performance Evaluation**

City shall review and evaluate the performance of Contractor after 6 months have elapsed under the Contract, on a date to be set by the City and pursuant to the evaluation criteria set forth in the Scope of Services attached as Exhibit A hereto, including review and evaluation of the Contractor's Business Plan.

### **Section 6. Hours of Work,**

The Contractor shall work all hours reasonably necessary to provide the City's government and public access cable activities in accordance with the activities described in the Scope of Work attached as Exhibit A hereto. The Contractor may from time to time utilize the services of volunteer assistants as appropriate to a given task.

### **Section 7. Insurance and Indemnification**

The City agrees to defend, pay on behalf of, indemnify, and hold harmless Contractor for any and all claims, demands, suits or losses which may be asserted or claimed against him while acting only within the Scope of Work as set forth herein, including any Work performed. This obligation does not apply to any other work or job performed by Contractor for any other governmental entity, corporation, partnership, business venture, or self-employment opportunity.

## **Section 8. Other Terms and Conditions**

- A. Contractor acknowledges that during the course of this Agreement he will be provided access to certain publicly-owned facilities and equipment. Contractor agrees that his use of those facilities and equipment shall comply with all rules and regulations regarding such use as would apply to a City employee. Contractor will hold harmless and indemnify City (and any other individual or entity) in the event his use of such public facilities and equipment causes damage of any kind, including personal injury or property damage.
- B. The City shall fix any such other terms and conditions of service, as it may determine from time to time related to the performance of Contractor, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or the Scope of Services set forth in the Agreement.
- C. Contractor shall comply with all federal, state, and local laws, and any policies adopted by the City, and shall ensure that public programming also complies with all federal, state, and local laws, and any policies adopted by the City. Programming may not be unlawful, obscene, or violate any copyright or trademark laws, nor defamatory. Programming shall not advertise or promote a product or service, or directly solicit funds for any purpose.

## **Section 9. Notices**

Notices pursuant to this Agreement shall be given by first-class mailing with the United States Postal Service, postage prepaid, addressed as follows:

- (1) City Clerk, 23600 Liberty Street, Farmington, MI 48335; and
- (2) Brian M. Golden, 33414 Oakland, #2, Farmington, MI 48335.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of first-class mailing of such written notice with the United States Postal Service.

## **Section 10. General Provisions**

- A. The text herein shall constitute the entire agreement between the parties. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect thereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Contractor.
- C. A waiver by City of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

- D. This Agreement shall become effective on the date first set forth above.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect unless and except to the extent that the removal of the provisions found to be invalid or unenforceable frustrate the entire purpose of the Agreement.
- F. Contractor agrees to submit appropriate documentation for expenses to be reimbursed pursuant to this Agreement.
- G. Confidentiality
- (a) The Contractor agrees that he will not, at any time during the term of employment or thereafter, disclose or use any trade secret, proprietary or confidential information of the City or any subsidiary or affiliate of the City, obtained during the Contract, except as required pursuant to the Contract or with the written permission of the City or, as applicable, any subsidiary or affiliate of the City.
- (b) The Contractor agrees that at the time of the termination of this Contract with the Contractor, whether at the instance of the Contractor or the City, and regardless of the reasons therefore, he will deliver to the City, and not keep or deliver to anyone else, any and all notes, files, memoranda, papers and, in general, any and all physical matter containing information, including any and all documents significant to the conduct of the business of the City or any subsidiary or affiliate of the City which are in his possession, including his personal distribution list and/or sponsorship roster, phone book, and similar items compiled during the course of his employment.
- (c) The Contractor agrees that the City's remedies at law would be inadequate in the event of a breach or threatened breach of this Confidentiality provision, and, accordingly, the City shall be entitled, in addition to its rights at law, to an injunction and other equitable relief without the need to post a bond.
- H. The City, in its sole discretion, may consent to assign this Agreement.

IN WITNESS WHEREOF, the City of Farmington has caused this Agreement to be signed and executed on its behalf by the City Clerk, and Contractor has signed and executed this Agreement, on the day and year first above written.

THE CITY OF FARMINGTON, a Michigan Municipal Corporation

\_\_\_\_\_  
By: David Murphy  
Its: City Manager

CONTRACTOR

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Brian M. Golden



**EXHIBIT A  
SCOPE OF SERVICES**

**See attached**